

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY
BY-LAW NUMBER 41 - 2010

BEING, A by-law to enter into a Contract Agreement with Richard Parker for the provision of Livestock Valuer services for the Municipality of West Grey;

WHEREAS, the Council of the Municipality of West Grey requires the services of a Livestock Valuer;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOW:

1. That the Contract Agreement, with Richard Parker, attached hereto as Schedule "A" is hereby approved.
2. That the Mayor and CAO/Clerk are hereby authorized to sign and seal the Contract Agreement.
3. That the Agreement, known as Schedule "A" attached hereto becomes part of this by-law.

Read a first and second time, this 19th day of August, 2010.

Read a third time and finally passed, this 19th day of August, 2010.

Kevin Eccles, Mayor

Christine Robinson, CAO/Clerk

SCHEDULE “A” TO BY-LAW NUMBER 41 - 2010

MUNICIPALITY OF

***West
Grey***

RICHARD PARKER – LIVESTOCK VALUER
CONTRACT AGREEMENT

THIS AGREEMENT made this 19th day of August, 2010.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

(Hereinafter referred to as “The Municipality”)

OF THE FIRST PART

AND

RICHARD PARKER

(Hereinafter referred to as “The Contractor”)

OF THE SECOND PART

WHEREAS Section 4 of the Livestock, Poultry and Honey Bee Protection Act, R.S.O. 1990, c.L.24, provides that the council of every local municipality shall appoint one or more persons as valuers of livestock and poultry for the purposes of this Act;

AND WHEREAS the Contractor submitted a successful request for proposal for Livestock Valuer Services for the Municipality;

AND WHEREAS the Municipality and the Contractor (hereinafter referred to as “the parties”) deem it desirable to put the terms of this agreement for services in writing;

NOW THEREFORE WITNESSETH in consideration of the services rendered by the Contractor to the Municipality the parties hereto agree as follows:

1. TERMS OF THE CONTRACT AND RELATIONSHIP

- 1.1. The Contractor is hereby engaged to perform various duties of a Livestock Valuer as required by the Municipality in the conduct of its business and on the terms and conditions detailed in this Agreement and as further detailed in the Request for Proposal (RFP-2010-002) attached hereto as Schedule “B”.
- 1.2. The engagement of the Contractor pursuant to this Agreement shall commence on the 1st day of August, 2010 at 12:01 a.m. and shall expire on the 31st day of July, 2013 at midnight.
- 1.3. It is understood that this Agreement is an Agreement for services and is not a contract of services and that the Contractor is an independent Contractor and not an employee of the Municipality. Further, the payment detailed in Section 3 below is the sole obligation of the Municipality to the Contractor and the Contractor is not entitled to receive any of the employment benefits received by the employees of the Municipality. The Contractor shall assume full responsibility and liability for payment of any monies received from the Municipality and shall indemnify and hold the Municipality harmless from and against all claims and demands under the Income Tax Act of Canada

and related legislation passed by the Province of Ontario, for or in respect of withholding tax and any interest or penalties relating thereto, and similarly with respect to the Occupational Health and Safety Act, Workplace Safety and Insurance Act, Unemployment Insurance Act or the Canada Pension Plan Act and any cost or expenses incurred in defending such claims or demands.

2. TERMINATION OF AGREEMENT

2.1 This Agreement with the Contractor may be terminated by the Municipality or the Contractor in one of the following ways:

- (a) Upon either party giving the other sixty (60) days written notice of the intention to terminate this agreement;
- (b) In the event of acts of wilful negligence or disobedience by the Contractor resulting in injury or damages to the Municipality, this Agreement may be terminated at the option of the Municipality upon five (5) days written notice.

3. PAYMENT FOR SERVICES RENDERED

3.1 The Contractor shall receive a monthly payment for services rendered to the Municipality within 30 days of the receipt of an invoice. All fees in accordance with this agreement are indicated on Schedule "A" attached hereto and forming a part of this agreement.

4. SERVICES

4.1 The Contractor shall provide the services outlined below as a duly qualified Livestock Valuer. The Contractor shall provide said services in a professional and fully competent manner in accordance with the provisions of this Agreement.

- Provide all secretarial services including complete record keeping of occurrences and reports as specified herein.
- Respond to general enquiries from residents of the Corporation
- Provide at the contractors expense, a cell phone were someone can be reached at all times as well as a telephone answering service twenty-four (24) hours a day seven (7) days a week with a local telephone number
- Provide a sufficiently equipped vehicle suitably maintained so as to professionally represent the Corporation to be used in the provision of livestock valuer services, such vehicle to be clean, safe and licensed at all times.
- Provide livestock valuer services twenty-four (24) hours a day, seven (7) days a week as required.
- Ensure adequate training in accordance with the Accessibilities for Ontarians with Disabilities Act.

- Carry a photo identification card which identifies them as a Livestock Valuer Officer and further shall carry an adequate supply of business cards indicating name and applicable telephone numbers and information to be made available as necessary to the general public.
- business cards indicating name and applicable telephone numbers and information to be made available as necessary to the general public.

5. CONFIDENTIALITY OF INFORMATION

- 5.1 The Contractor shall not disclose to anyone outside the employ of the Municipality, without prior written permission of the Municipality, any aspect of the Municipality's business, except as required in the course of exercising its duties and responsibilities with the Municipality.
- 5.2 This Agreement will continue to restrict the Contractor's disclosure of such information after the termination of this Agreement, until such information has been made public through no fault of the Contractor.
- 5.3 After termination of this Agreement, the Contractor shall promptly return, without request from the Municipality, to the Municipality any of the Municipality's information, materials and other property, which may subsequently be in the Contractor's possession.

6. INSURANCE

The Contractor shall for the term of the contract, take out and keep in effect with insurers licensed to carry on business in the Province of Ontario, at their own expense.

The Contractor shall maintain sufficient Public Liability Insurance and Owned Automobile Liability Insurance, and the Contractor shall relieve the Corporation from all claims for damages as may be caused by the Contractor or its employees, or from any of its subcontractors, to any property or to any person. The contractor shall provide to the satisfaction of the Corporation proof of such insurance in the form of a Certificate of Liability issued by an insurance company licensed to write property casualty insurance in the Province of Ontario and such coverage must be maintained and in effect continuously while the work is in progress, and renewal certificates must be provided prior to the policy expiry.

7. SEVERABILITY

- 7.1 If any provision or portion of any provision in this Agreement shall be held by Court of competent jurisdiction to be unenforceable, invalid or illegal, such provision or such portion of the provision shall be severable and shall be deemed to be completed and the remaining provisions or portions shall remain valid and binding.

8. GOVERNING LAW

8.1 This Agreement shall be construed in accordance and governed by the laws in force in the Province of Ontario and as interpreted by the Courts of the Province.

9. BINDING EFFECT

9.1 This Agreement shall be binding upon the parties, their heirs, executors, administrators, successors and assigns provided that this Agreement shall be personal to the Contractor and may not be assigned by him.

10. INDEMNIFICATION

10.1 The Contractor hereby indemnifies and saves harmless the Municipality from any suit, action, cause of action, claim or damages whatsoever of any nature and kind arising from the breach by the Contractor of any terms of this Agreement or the negligence of the Contractor in conducting his, his agents or his employee's services.

11. NOTICE

11.1 Any notice required or desired to be given hereunder shall be delivered in person or sent by prepaid registered mail addressed as follows:

(a) The Corporation of the Municipality of West Grey, 402813 Grey Road #4, RR #2, Durham, Ontario, N0G 1R0, Attn: CAO/Clerk

(b) To the Contractor at: Richard Parker, RR 1, Elmwood, Ontario, N0G 1S0 or at such other address that may be furnished in writing from time to time by either party to the other. Any notice mailed as aforementioned by registered mail shall be deemed to have been received three (3) business days after the posting thereof.

12. TIME OF THE ESSENCE

Time shall be of the essence in the performance of obligations pursuant to this Agreement.

13. AMENDMENTS

13.1 No provision of this Agreement shall be amended, altered or waived except by a further written agreement between the parties. No waiver of a provision of this Agreement shall operate as a waiver of any other provision or of the same provision on a future occasion.

14. ACKNOWLEDGMENTS

14.1 The Contractor hereby acknowledges having read and understood the terms and conditions of this Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement under seal.

SIGNED, SEALED, AND DELIVERED

At the Municipality of West Grey this 19th day of August, 2010.

) **CONTRACTOR**
)

SCHEDULE “B”

REQUEST FOR PROPOSAL (RFP-2010-002)